

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

FEDERAL DEPOSIT INSURANCE CORPORATION
AS RECEIVER FOR FIRST COMMUNITY BANK,

Plaintiff,

VS.

NO. CV 14-0066 JB

H. PATRICK DEE, et al.,

Defendants.

Transcript of Motion Proceedings before
The Honorable James O. Browning, United States
District Judge, Albuquerque, Bernalillo County,
New Mexico, commencing on May 5, 2015.

For the Plaintiff: Mr. Dennis Klein; Ms. Mary Torres

For the Defendants: Mr. William Carroll; Mr. Thomas
Alleman; Mr. Andrew Schultz; Mr. Kurt Wihl; Mr.
Benjamin Feuchter; Mr. Michael Smith

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1 THE COURT: All right. Good morning
2 everyone. The Court will call Federal Deposit
3 Insurance Corporation as Receiver for First Community
4 Bank versus H. Patrick Dee, et al., Civil Matter No.
5 14-0066 JB/KBM.

6 If counsel will enter their appearances for
7 the FDIC.

8 MR. KLEIN: Good morning, Your Honor.
9 Dennis Klein, Hughes, Hubbard & Reed, representing
10 the FDIC.

11 MS. TORRES: Good morning, Your Honor.
12 Mary Torres.

13 THE COURT: Mr. Klein, Ms. Torres, good
14 morning to you.

15 And let's start with all the defendants
16 except Mr. Nafus.

17 MR. CARROLL: Your Honor, Frank Carroll
18 with Dykema Cox Smith, representing all the
19 defendants except Mr. Nafus. Also Tom Alleman.

20 THE COURT: All right. Mr. Carroll, Mr.
21 Alleman.

22 MR. SCHULTZ: Andrew Schultz, Your Honor,
23 with the Rodey Firm for all other defendants.

24 THE COURT: Mr. Schultz, good morning to
25 you.

1 And then for Defendant Nafus.

2 MR. WIHL: Good morning. Judge Kurt Wihl
3 of Keleher and McLeod on behalf of Mr. Nafus. And
4 with me is Ben Feuchter and Michael Smith. It's a
5 wholesale change from the last hearing that you had
6 in this case.

7 THE COURT: So you win a motion and you
8 fire the lawyers?

9 MR. WIHL: There are some similarities.

10 THE COURT: All right. Mr. Wihl,
11 Mr. Feuchter, Mr. Smith, good morning to you.

12 All right. We're here on two motions. The
13 first one is the plaintiff's motion for leave to
14 amend its complaint in accordance with the Court's
15 March 3, 2015 order.

16 Mr. Klein, are you going to speak in
17 support of that motion?

18 MR. CLINE: Good morning, Your Honor.

19 THE COURT: Mr. Klein.

20 MR. KLEIN: Last time we were here on the
21 argument for the motion to dismiss, the Court
22 commented that it was inclined to deny the motion to
23 dismiss, but might require evidence.

24 And after a scheduling conference, when the
25 Court outlined its rationale for denying the motion

1 to dismiss, the Court indeed did require amendments
2 to cure a standing problem which it felt had been at
3 issue in this case.

4 In accordance with the order that was
5 issued, the FDIC followed the guidance given by the
6 Court in order to cure the standing deficiencies.
7 The Court indicated in its opinion some specific
8 language which needed to be used as guidance to cure
9 these deficiencies. And it also was really helpful
10 in citing three FDIC cases which the Court felt had
11 acceptable complaints that had not had this standing
12 problem at issue.

13 So in light of that guidance, the FDIC
14 filed the motion with an amendment to cure the
15 deficiencies. We believe that we have satisfied
16 those requirements, and that the motion should be
17 granted and the amended complaint should be filed.

18 Specifically, in order to cure the standing
19 issue, we put in language following the Court's
20 guidance and the three cases to specifically allege
21 that the subject loans in the case had defaulted.
22 These loans had been charged off, either by the bank,
23 or in one case by the FDIC at closing, as a direct
24 result of these loans -- as a direct result of the
25 breach of fiduciary duty, the negligence, the gross

1 negligence in making these loans in the first place,
2 the loans were funded. The FDIC was not repaid. And
3 then, when this bank was closed by the FDIC and the
4 loans sold to the acquiring bank, the FDIC suffered a
5 loss.

6 We cured the complaint. We don't believe
7 that anything additional is required. And I believe
8 the motion should be granted and the complaint should
9 be refiled, and we should proceed as we had
10 originally started to proceed after the scheduling
11 order, and a new scheduling order should be put in
12 place and we should move forward with this case.

13 THE COURT: All right. Thank you,
14 Mr. Klein.

15 MR. KLEIN: Thank you.

16 THE COURT: Mr. Carroll.

17 MR. CARROLL: Thank you, Your Honor.

18 THE COURT: Mr. Carroll.

19 MR. CARROLL: The Court in its opinion made
20 two specific findings. The Court said that the
21 amended -- or that the complaint does not explain how
22 the defendants' conduct caused FDIC an injury.

23 Later in the opinion, the Court says, "The
24 FDIC has made no attempt to explain how the
25 defendants' tortious conduct affected the FDIC."

1 In response to the Court's opinion, the
2 amended complaint really adds only two new
3 allegations. Exemplary of those allegations is
4 paragraph 35. This is what the FDIC says cures all
5 of the problems with the allegations of causation and
6 damages: "As a result of the tortious conduct, the
7 Defendants Dee and others" -- and this is on the
8 Kitts loan -- "the bank funded the loan to the
9 borrower which subsequently defaulted." That's it.

10 On paragraph 69, which is the one other
11 addition, here they say First Community funded the
12 subject transactions, but First Community was not
13 thereafter repaid in full, and the FDIC seeks
14 damages.

15 What does this really allege? It alleges
16 that the conduct of the defendants caused the loan to
17 be made, period. It alleges that the loan
18 subsequently defaulted, period. But what it doesn't
19 allege is what the Court told it to allege, and that
20 is how the defendants' conduct caused the injury,
21 caused the default.

22 If the Court, for example, looks at some of
23 the loan history -- and it's set forth in our
24 brief -- these loans were made in 2007 primarily.
25 They were not put on nonaccrual status, not charged

1 off, nonaccrual status, until 2008 and 2009. These
2 loans, according to the allegations just of the
3 complaint, apparently performed from over a year up
4 to almost three years. So what happened that caused
5 loans that they say were made tortiously to continue
6 to perform for up to three years, with no connection
7 between the fact that they defaulted in three years
8 and what the defendants allegedly are supposed to
9 have done?

10 If the Court looks at some of the
11 allegations -- and I will just do a few. On the
12 Kitts loan, for example, they say one of the tortious
13 pieces of conduct that we engaged in was that the
14 income on the 2007 tax return was different than the
15 12/31 financial statement. That the LAF, loan
16 approval form, that was relied on by the defendants
17 failed to explain or question these discrepancies.
18 Their third allegation is the LAF failed to explain
19 why one of the principals of a borrower was not
20 required to contribute additional equity.

21 All of these things, Your Honor, with
22 respect to the Kitts loan, are not tied in to an
23 allegation that the fact that they didn't do this is
24 what caused that loan to be in default.

25 The same thing is true with respect to the

1 K&M loan. They say that they didn't have a tax
2 return for 2007, but they did for 2004. Okay,
3 assuming that's a factual truth, how did that cause a
4 loss? How did that cause the loan which had
5 performed, on K&M, for almost two-and-a-half years to
6 result in any kind of loss to anybody, FDIC or
7 anybody else?

8 The same thing is true with respect to the
9 K&M, Katerina, and the rest of the loans. They have
10 these allegations, but they're not tied to anything
11 that the defendants did that causally is related to
12 the alleged damages.

13 Now, they have attempted, but only in their
14 reply brief -- not in their complaint -- to assert
15 another theory of damages. And that is that their
16 damages are the injury that was caused by the
17 difference between the loan amounts when approved --
18 when approved -- and the reduced value when those
19 were transferred to U.S. Bank.

20 Just to take an example, Your Honor, the
21 Katerina loan was approved 3/29/07 for 6.88 million.
22 Their damage claim on Katerina is 4.96 million. How
23 can what was originally the loan amount, even if you
24 accept this 4.9 million as a charge off -- and I'll
25 come to that in a second -- how can that loan which

1 was reduced by \$2 million, how can they be entitled
2 to the difference between those two? Because loan
3 payments were made on that loan. And most
4 importantly, interest would have been paid and the
5 bank would have profited, which should have been
6 offset against any kind of claim the FDIC purports to
7 assert here. So that's not in the amended complaint.
8 That allegation is only in the reply brief.

9 In addition, when we got our initial
10 disclosures, which we discussed with the Court, and
11 the Court said -- served a document request -- those
12 initial disclosures, I would think the very first
13 document that they would say we rely on to prove our
14 damages is the purchase and assumption agreement.
15 And the second document, I would think, would be a
16 list of all six of these loans that shows exactly the
17 amount that was on that date of transfer. That's not
18 even in the amended complaint, either one of those
19 two. And it certainly wasn't provided to us as a
20 theory of damages.

21 Obviously, of course, as I say, the
22 computation of damages can't be right. What they're
23 saying they're entitled to can't at all be right.
24 But even if you assume that they've got these
25 numbers, what I understand the complaint to say is

1 that their damages are the difference between the
2 amount loaned initially and a charge-off that was
3 made in 2000 -- we don't know. They only have the
4 nonaccrual dates in the complaint. We don't know
5 when it was charged off. But charged off at least a
6 minimum of four years later; probably longer than
7 that, but it was charged off later.

8 But once again, Your Honor, a charge-off is
9 not damages. The value of that loan, if you accept
10 their theory that somehow we're going with the date
11 of the P & A agreement, the value of the loan on the
12 date of the P & A agreement, the fair market value is
13 the amount of damages arguably. But it is certainly
14 not some theoretical charge-off. Because you could
15 charge it off to zero. And I believe the Court will
16 recognize that no matter how bad any loan is, it's
17 not worth zero. Somebody will pay something for the
18 chance of collecting that loan.

19 So their damage theory doesn't flow from
20 their allegations. But most importantly, there is no
21 causal connection between what the defendants did and
22 what allegedly caused these losses to whoever the
23 losses were allegedly caused to.

24 And once again, I think it is at least
25 unclear as to whether this is some kind of damage to

1 the FDIC insurance fund, or whether it is a damage of
2 some other kind that they are seeking to claim.

3 So we believe, Your Honor, that this
4 complaint could not withstand a motion for summary
5 judgment, which is one of the things that the Court
6 would look at in determining whether to allow the
7 amendment. And we would submit that the amendment
8 itself would be futile because it doesn't state a
9 claim, and it doesn't establish injury in fact or
10 injury in law.

11 Thank you, Your Honor.

12 THE COURT: Thank you, Mr. Carroll.

13 Mr. Wihl, are you going to argue this?

14 MR. WIHL: I am, Your Honor. Thank you.

15 THE COURT: Mr. Wihl.

16 MR. WIHL: I'd start out by saying that the
17 Court can readily see from the attachment to the
18 joint response to the motion to dismiss that the FDIC
19 did precious little to amend the complaint in this
20 case. And further, its motion to amend did not
21 explain how those few amendments that it did make
22 cured the defects that the Court identified in its
23 order.

24 But I'd also like to ask the Court to look
25 at some of the individual loans with a focus on my

1 client, Mr. Nafus.

2 Paragraph 29 of the proposed amended
3 complaint says that there was a loan made in January
4 29 of 2007 for about \$2.89 million. But then in
5 Paragraph 32 it says that there was a different
6 consolidation loan on September 23 of '08, that
7 consolidated the \$2.89 million loan with an
8 additional \$1.03 million in additional funding for a
9 separate purpose. And then in Paragraph 35 -- this
10 is all reference to the Kitts loan -- it says that
11 the loan was placed on nonaccrual and then charged
12 off. Well, that must be the consolidated loan. And
13 it says that this loan was sold to U.S. Bank. Well,
14 that must be the consolidated loan.

15 The loan that was made by Mr. Nafus back in
16 January of 2007 had been subsumed by separate
17 transactions that were made by somebody else.
18 Significantly in its allegation in Paragraph 35, Mr.
19 Nafus isn't even mentioned.

20 Turning to the K&M loan, which the
21 discussion of that begins on Paragraph 36 of the
22 proposed amended complaint, it talks about a loan
23 being made for \$885,000 in March of 2007. And then
24 in Paragraph 39, it talks about a \$1.571 million loan
25 made in January of '08. But then again, in Paragraph

1 40, it talks about a consolidated loan with money
2 added. And it says that this loan in Paragraph 43
3 went into default, was placed on nonaccrual, and
4 charged off. And again, it's this consolidated loan
5 that's after the fact, and no allegation that Mr.
6 Nafus had anything to do with the consolidated loan,
7 is what was sold to U.S. Bank.

8 The Katerina, Inc. loan, which begins in
9 Paragraph 44, Mr. Nafus is not mentioned in that at
10 all. Similarly with the Empire Estrella Town Center,
11 which begins at Paragraph 49, Mr. Nafus was not
12 involved in that at all. Then we go to the La
13 Cuentista loan, which begins at Paragraph 58, that
14 was a loan that had already been made, according to
15 that paragraph, for 100 percent financing of project,
16 including \$490,000 in reserves. And the amended
17 complaint does not allege that Mr. Nafus had anything
18 to do with the loan for the 100 percent funding.
19 Then again in Paragraph 60 is talking about the P.A.
20 loan. And again, there is no mention of Mr. Nafus.

21 Now, Your Honor, in your memorandum opinion
22 and order, you said that there had been a failure to
23 show an injury in fact necessary to establish Article
24 III standing in this case. And the Court in this
25 opinion, and others that you've issued, has said that

1 when you're talking about a standing issue Article
2 III jurisdiction, it's the burden of the plaintiff to
3 establish that standing, to establish that injury in
4 fact, and to establish how the alleged injury was
5 caused by the conduct of the defendant.

6 Your Honor, analysis of those paragraphs
7 that I've gone through so far establish absolutely
8 the contrary. Either Mr. Nafus is not named in
9 connection with the loan at all, or the loans that
10 were purportedly sold at the closing of First
11 Community Bank are different loans than the loans
12 that Mr. Nafus made with respect to those borrowers.
13 So, Your Honor, there is no causation established in
14 the complaint.

15 Looking at the complaint overall, and it's
16 a function of the deficiencies, or frankly, the lack
17 of effort in amending the complaint, there are still
18 problems with blanket allegations of wrongdoing.
19 Paragraphs 4 and 27 lump everybody together, even
20 though Mr. Nafus was not on the board. He was a loan
21 officer. But it's referring to all defendants.

22 Again, looking at the big picture, Your
23 Honor, the amount of damages that the FDIC is
24 claiming is \$13.66 million; that's in Paragraph 6.
25 But in Paragraph 23, they say that the nonaccrual

1 status of loans at First Community Bank rose to \$538
2 million. That means that the loans that they're
3 talking about in this case are roughly 2.5 percent of
4 the total problem loans.

5 It's not a suit for bank failure, Your
6 Honor; they've said that. It's not a suit for loss
7 due to a loss sharing agreement, because they don't
8 have one of those. It's a suit on loans. But there
9 is no allegation that the loans that were sold to
10 U.S. Bank were the actual loans that Mr. Nafus was
11 involved in, because they were consolidated
12 afterwards. Or in the case of the La Cuentista loan,
13 there is no allegation that the larger credit was
14 made by Mr. Nafus. There is no allegation in the
15 amended complaint that the loans were separately
16 valued. Were they sold separately? Were they sold
17 as a lump? If they're sold as a lump, this is an
18 awful lot like the Court's Vanderbilt Capital case,
19 where you can't differentiate between the total
20 alleged damage by -- to the FDIC because of a small
21 percentage of loans going to U.S. Bank: 2.5 percent.
22 You can't differentiate that the total amount
23 received by FDIC, when it entered into its purchase
24 and assumption agreement with U.S. Bank was
25 specifically decreased because of these loans that

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1 Mr. Nafus was originally involved in, but not
2 involved in those loans that were sold to U.S. Bank.

3 And finally, Your Honor, there are still no
4 allegations in this complaint about a breach of
5 fiduciary duty by Mr. Nafus. There is no allegation
6 that any of his conduct was designed solely for his
7 benefit, as opposed to for the benefit of the bank.
8 Albeit the loans may have turned out bad, but in Mr.
9 Nafus' case, those loans may not have turned out bad.
10 There is no allegation that those loans turned out
11 bad, because they were later consolidated with other
12 loans and new credit was extended in connection with
13 them.

14 So, Your Honor, as to Mr. Nafus, I think
15 that the amended complaint fails the standing
16 requirement. It's their burden, unlike in a regular
17 12(b)(6) motion to establish that. And I'd ask the
18 Court as to Mr. Nafus to dismiss this case with
19 prejudice.

20 Thank you.

21 THE COURT: All right. Thank you, Mr.
22 Wihl.

23 Mr. Klein.

24 MR. KLEIN: Just a couple of points, Your
25 Honor. First, I think it's important to put the

1 focus, the proper focus, on why we're here today, and
2 that is that we're here to cure a standing issue
3 which this Court raised in its recent opinion, an
4 issue which the Court gave us specific guidance on
5 how to cure, which I believe we did. We're not here
6 on a motion for summary judgment. We're not here to
7 prove our case.

8 It's hard -- we had extensive briefing and
9 lengthy argument on a motion to dismiss that had been
10 filed by the defendants. Your Honor indicated that
11 he was inclined to deny those motions, and outlined
12 the rationale for that. So it's really hard to
13 understand how this amended complaint could be
14 considered futile, as is being argued here. Any
15 issues that are being raised by the defendants this
16 morning are either summary judgment issues, they're
17 factual issues, they're issues that we can deal with
18 as we move forward with discovery and file additional
19 motions, if necessary.

20 But this case is really quite simple. This
21 bank failed. The FDIC was forced to take it over.
22 The FDIC paid an acquirer a substantial amount of
23 money to take this bank over. The reason why they
24 paid the acquirer to take the bank over was because
25 the liabilities of this bank substantially exceeded

1 the assets. And one of the reasons why the assets
2 were so low in connection with this bank was because
3 these defendants approved the loans that we
4 identified, with the deficiencies that we identified,
5 these loans never should have been made. And as a
6 result of them being made, the loans defaulted, the
7 FDIC was not repaid. The FDIC sold these, marked
8 these assets; they were written off either by the
9 bank -- in one occasion the FDIC -- and the acquirer
10 received substantial amounts of money to take over
11 these assets that weren't worth what they should have
12 been worth.

13 So, in light of that, Your Honor, I think
14 we've clearly satisfied the standard to allow
15 amendment to the complaint, and our motion should be
16 granted.

17 THE COURT: All right. Thank you,
18 Mr. Klein.

19 Well, I want to look at this a little more,
20 so I'm going to take it under advisement. But when I
21 was working on the other opinion, I began to focus on
22 the lack of allegations that I thought satisfied the
23 standing requirement. And I felt like since that was
24 a jurisdictional issue, it sort of shut me down and
25 sort of constrained what I could say, and felt like I

1 needed to issue a jurisdictional opinion, which I
2 did, saying that I thought the allegations were
3 insufficient, and the record before the Court was
4 insufficient for the Court to feel like it had
5 jurisdiction.

6 I'm inclined to think that -- I didn't
7 think it required much, but I didn't think that the
8 complaint fairly could be read to get it over the
9 line. I'm inclined to think that while the plaintiff
10 has not added a whole lot here, that it may have
11 nudged it across the line as far as standing is
12 concerned.

13 It seems to me that some of the issues that
14 I still need to address with the motion to dismiss,
15 and some of the issues that the defendants are
16 raising today, are still going to have to be
17 addressed. But they don't go to that standing issue.

18 So I'm inclined to grant this motion to
19 amend, insofar as to get this complaint in front of
20 the Court, so the Court doesn't have to struggle with
21 jurisdiction. I mean, it's a little bit of an issue,
22 once I dismiss the complaint, whether I've got
23 jurisdiction to proceed even with the motion to amend
24 and in going forward. So I think I'd like to get the
25 complaint -- if I ultimately conclude that this is

1 enough of an amendment to give the Court
2 jurisdiction -- get it in place before I tackle some
3 of these other issues that the defendants are
4 raising.

5 And so what I propose to do, after I look
6 at this a little bit more, is to grant the motion,
7 get this complaint in front of me. But because there
8 are so few changes in this, give you an opinion
9 addressing the other issues, which ones we kind of
10 move out of the jurisdictional realm and can deal
11 with it on a 12(b)(6) basis. I think I'm a little
12 bit freer to comment and do some things with some of
13 the other issues that I feel like I really can't
14 comment on till I get a firm footing for the Court's
15 jurisdiction.

16 So unless somebody has a real reservation
17 about me doing that, assuming I grant this motion to
18 put this complaint in front of the Court, I'm then
19 inclined to give you an opinion on that, telling you
20 I'm going to do that, then go back to tell you,
21 without any briefing or any other argument, and then
22 go ahead and give you an opinion on the other issues
23 that we discussed and have heard argument on, and had
24 extensive briefing.

25 So unless somebody wants to comment on

1 that, let's go to the motion to stay deadlines in the
2 Court's schedule. I tend to agree that just because
3 the Court has entered an order -- I mean, I always
4 have jurisdiction to determine jurisdiction, so I
5 don't think that simply my order vacated all the
6 deadlines. I think somebody needs to do something
7 with them.

8 It sounds like y'all are in agreement as to
9 what to do. The defendants have taken a position
10 that they've just gone away. But I don't think so.
11 I made it clear that I was retaining jurisdiction to
12 determine jurisdiction, and was giving the plaintiff
13 an opportunity to amend here. So if everybody wants
14 the deadlines off, I think the plaintiff's motion is
15 probably the right way to do it.

16 But, Mr. Klein, anything you want to say on
17 this motion? I'm inclined to grant it.

18 MR. KLEIN: No, Your Honor.

19 THE COURT: How about from you,
20 Mr. Carroll?

21 MR. CARROLL: No, Your Honor.

22 THE COURT: All right. Mr. Wihl?

23 MR. WIHL: No, sir.

24 THE COURT: All right. So I will grant
25 that motion.

1 Anybody want to say anything about --
2 assuming I allow this complaint to be the operative
3 complaint in front of us, the procedure that I
4 proposed to get the other issues resolved? Anybody
5 have any problem with that? Mr. Klein?

6 MR. KLEIN: No, Your Honor. In fact, one
7 of the reasons why the changes are so minimal is
8 because we didn't want to expand to change the scope
9 just to comply with the guidelines we'd gotten from
10 the opinion.

11 THE COURT: All right.

12 MR. CARROLL: Your Honor, we would like to
13 request, if the Court allows the amended complaint to
14 be filed, that we have, say 10 days, to file any
15 supplemental authorities on the motion to dismiss,
16 since it was filed some time ago, and possibly to
17 address specifically any of the new allegations in
18 the complaint.

19 THE COURT: What if I did this: It seems
20 to me you've kind of done this with this pleading.
21 What if I just promise that the arguments that I
22 think don't really go to the jurisdictional issue,
23 but that go really to causation and the damages,
24 those issues, I promise you that I'll take what
25 you've given me -- because I bet that's what I'm

1 going to see in any supplemental response -- and I
2 promise I will address those in the opinion
3 addressing the rest of the motion to dismiss. Would
4 that work for you?

5 MR. CARROLL: Yes, Your Honor. Thank you.

6 THE COURT: Do you think there is anything
7 else you'd want to say? Or just as long as I address
8 those issues, that's -- you're just trying to get it
9 in the right form, and if I promise to remember that
10 I think some of these are getting over into the
11 motion to dismiss, I'll address them there. Does
12 that work for you?

13 MR. CARROLL: That's fine, Your Honor.

14 The only other thing would be is if there
15 is a new authority, we would just submit that as a
16 supplemental authority. Thank you.

17 THE COURT: Sure. I'll always take the
18 help.

19 Does that work for you, Mr. Wihl?

20 MR. WIHL: Yes, sir.

21 THE COURT: All right. Well, I've got my
22 work cut out for me. So y'all have pretty much
23 stayed this case. And then it looks like I owe you
24 two opinions. So I'll try to get them out to you as
25 soon as possible so -- if we're going to get this

1 thing going, so I don't have y'all just waiting on
2 me. So I'll try to get this out as soon as possible.
3 This month may be difficult. I've got some burning
4 things here in May. So it's maybe a June project for
5 me.

6 All right. Is there anything else we need
7 to discuss while we're together? Anything else I can
8 do for you, Mr. Klein?

9 MR. KLEIN: No, Your Honor.

10 THE COURT: Mr. Carroll?

11 MR. CARROLL: No, Your Honor.

12 THE COURT: Mr. Wihl?

13 MR. WIHL: No. Thank you.

14 THE COURT: All right. I appreciate
15 y'all's presentations. I'll try to get these out to
16 you as soon as possible. Y'all have a good day.

17 (The Court stood in recess.)
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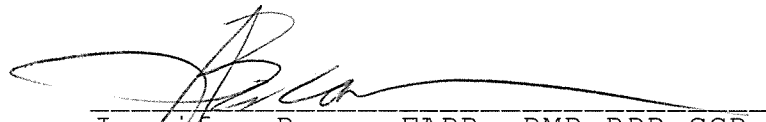
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UNITED STATES OF AMERICA

DISTRICT OF NEW MEXICO

I, Jennifer Bean, FAPR, RDR, CRR, RMR, CCR,
Official Court Reporter for the State of New Mexico,
do hereby certify that the foregoing pages constitute
a true transcript of proceedings had before the said
Court, held in the District of New Mexico, in the
matter therein stated.

In testimony whereof, I have hereunto set my
hand on May 6, 2015.



Jennifer Bean, FAPR, RMR-RDR-CCR
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